

LonMark® Certified Professional (LCP) Logo License Agreement

Congratulations on passing the LonMark Certified Professional test. One of the benefits of being certified is your ability to proudly display your credentials and to use the LonMark Certified Professional Logo. By completing the information found at the end of this LonMark Certified Professional Logo License Agreement, you can register your certification and your desire to use the LonMark Certified Professional Logo.

NOTICE

This is a legal agreement between you and LonMark International (“LonMark”). YOU MUST READ AND AGREE TO THE TERMS OF THIS LONMARK CERTIFIED PROFESSIONAL LOGO LICENSE AGREEMENT (“Agreement”) BEFORE YOU CAN USE THE LONMARK CERTIFIED PROFESSIONAL LOGO. BY CLICKING ON THE “SUBMIT” BUTTON OF THE AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD EXIT THIS PAGE. BY DOING SO, YOU FOREGO ANY IMPLIED OR STATED RIGHTS TO USE THE LONMARK CERTIFIED PROFESSIONAL LOGO.

LonMark® Certified Professional Logo License Agreement

(A) License.

(i) LonMark International hereby grants to you individually a nonexclusive and nontransferable license to use and reproduce the LonMark Certified Professional Logo (“Logo”) on or in collateral materials such as business cards, marketing materials and other written materials that are used solely and individually by you in connection with your professional certification.

(ii) All rights not expressly granted are reserved by LonMark International.

(B) Ownership of Mark.

(i) Echelon Corporation (“Echelon”) is the owner of the Logo and Echelon sublicenses to LonMark pursuant to the terms and conditions of a License Agreement between Echelon and LonMark the right to use and to sublicense the Logo in conjunction with LonMark’s activities. You acknowledge the ownership of the Logo in Echelon and agree that you will do nothing inconsistent with such ownership and that all use of the Logo and related goodwill shall inure to the exclusive benefit of and be on behalf of Echelon and LonMark.

(ii) You agree that nothing in this Agreement shall give you any right, title or interest in the Logo or any other LonMark or Echelon trademarks other than the right to use the Logo in accordance with this Agreement.

(C) Quality Standards and Maintenance.

(i) You agree to maintain the nature and quality of the services rendered and sold by you in connection with the Logo at a level that meets or exceeds industry standards and at least commensurate with the quality of services previously provided by you.

(ii) You agree to supply LonMark with specimens of use of the Logo upon request and shall remedy any deficiencies in your use of the Logo upon reasonable request from LonMark. Refusal to correct such deficiencies could result in termination of this Agreement and the license to use the Logo.

(D) Form of Use.

(i) You agree that the Logo will be used solely by you to identify you as having passed the LonMark credentialing program.

(ii) You agree to use the Logo only in the form and manner and with appropriate legends as prescribed from time to time by LonMark, and not use any other trademark or service mark in combination with the Logo without prior written approval of LonMark.

(E) Logo Guidelines.

(i) The Logo is composed of two main components:

- “The LonMark Symbol” – this is the graphic element. The registered trademark symbol ® should appear at the lower right hand corner of the symbol.
- “The Accompanying Words” – these are the words “LonMark® Certified Professional” that appear under or beside the symbol.

(ii) Sizing and Placement:

- Electronic version of the Logo will be provided upon receipt of your acceptance to the terms and conditions of this Agreement.
- The Logo must stand alone and may not be used in any manner, including size, proportions, colors, elements, and so on; or animate, morph or otherwise distort its perspective or three-dimensional appearance.
- You may not combine the Logo with any other feature including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features or symbols.
- The LonMark Symbol and/or the Logo may not be used as a design feature on any products, product packaging or documentation.

(iii) Color Treatment. The LonMark Symbol and Accompanying Words may appear in one color applications, such as black, white or any of the four approved PMS colors (PMS 320 C, PMS 123 C, PMS 185 C, PMS 402 C). Black and white reproductions of the Logo may be positive or reversed. It is also acceptable to reproduce the Logo on a background of one of the four approved colors, either in positive (dark on a light background) or reversed (white on a dark background). Any approved PMS color that provides a sufficient contrast with the background is acceptable. The registered trademark symbol by the LonMark Symbol must appear in the color of the LonMark Symbol.

(F) Term and Termination

(i) This Agreement will remain in effect so long as you are in compliance with the LonMark Certified Professional certification requirements as determined by LonMark International and with the terms and conditions of this Agreement.

(ii) Section (F)(i) notwithstanding, LonMark may modify or terminate the Certified Professional certification requirements or your qualification therein or this Agreement at any time for any reason or for no reason, effective upon written notice to you.

(iii) Upon termination of this Agreement, all rights and obligations under this Agreement shall immediately cease except Sections B, G, H, I and J shall survive any termination of this Agreement and you shall promptly (a) cease using the Logo; (b) cease indicating to the public that you are a LonMark Certified Professional; and (c) deliver to LonMark or destroy all materials bearing the Logo and designation as a LonMark® Certified Professional.

(G) Warranty Disclaimer.

LONMARK AND ECHELON MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LOGO OR ANYTHING ELSE, AND LONMARK AND ECHELON EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

(H) Limitation of Liability

EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED, IN NO EVENT SHALL LONMARK BE LIABLE, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR DIRECT DAMAGES OF ANY KIND (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO THIS AGREEMENT EVEN IF LONMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

(I) Language

The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, have been and shall be written in the English language only.

Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise.

(J) General

This Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods; rather, this Agreement shall be governed by the laws of the State of California, including its Uniform Commercial Code, without reference to conflicts of laws principles. This Agreement is the entire agreement between us and supersedes any other communications or advertising with respect to the licensing of the Logo. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of the Agreement shall continue in full force and effect.

Echelon and LonMark are registered trademarks of Echelon Corporation in the U.S. and other countries.

If you have any questions regarding the LonMark Certified Professional (LCP) logo, please contact admin@lonmark.org.